

1 Steven Mark Rosenberg  
2 106 ½ Judge John Aiso St, #226  
3 LA, CA 90012  
4 Tel: 310.971.5037

5 email: founder@ PuttingElders1st.org

6 In Pro Per

7 **UNITED STATES BANKRUPTCY COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

9 **In re: STEVEN MARK ROSENBERG.**  
10 **Debtor**

) **Chapter 7 Case**

) **Bank. Case No. 1:17-bk-11748-VK**

) **Adv. Proc. No.-----**

) **ADVERSARY PROCEEDING:**

) 1. VIOLATION OF 11 U.S.C. § 524(a)(2)-  
Debtor Discharge Injunction  
2. VIOLATION OF FRBP, Rule  
3001(c)(2) (B);Failure To File Proof Of  
Claim Re Security Interest Statement Of  
Amount To Cure Default As Of Petition  
Filing Date;  
3. VIOLATION OF FRBP, Rule 3001(c)(2)  
(C); Failure To File Attachment To  
Appropriate Official Form Re Security  
Interest In Debtor's Principal Residence  
4. FRAUDULENT CONCEALMENT  
5. VIOLATION OF 18 U.S.C. § 157;  
Fraud And Deceit  
6. DECLARATORY RELIEF

11 **STEVEN MARK ROSENBERG**

12 **Plaintiff**

13 **vs.**

14 **ALLIANCE BANCORP, INC (Estate),**  
15 **MORTGAGE ELECTRONIC**  
16 **REGISTRATION SYSTEMS, INC.,**  
17 **OCWEN LOAN SERVICING, ONE WEST**  
18 **BANK, DEUTSCHE BANK NATIONAL**  
19 **TRUST COMPANY, AS TRUSTEE FOR**  
20 **ALLIANCE BANCORP MORTGAGE**  
21 **BACKED PASS-THROUGH**  
22 **CERTIFICATE SERIES 2007-OA1**  
23 **AND DOES 1 THROUGH 25, INCLUSIVE,**

24 **Defendants**

25 **DEMAND FOR JURY TRIAL**

26 I, STEVEN MARK ROSENBERG, Debtor (Plaintiff), hereby consent to  
27 ACCEPT all Orders or Judgements from the honorable Bankruptcy Court.

1 Plaintiff and Debtor STEVEN MARK ROSENBERG, Debtor (Plaintiff), hereby  
2 complains of Defendants ALLIANCE BANCORP, INC. (Estate) ; MORTGAGE  
3 ELECTRONIC REGISTRATION SYSTEMS, INC.; ONEWEST BANK; DEUTSCHE  
4 BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ALLIANCE BANCORP  
5 MORTGAGE BACKED PASS THROUGH CERTIFICATE SERIES 2007-A1  
6 (hereinafter referred to as "DEUTSCHE BANK") as follows:

7  
8 **I.**

9  
10 **GENERAL ALLEGATIONS**

11  
12 **A.**

13  
14 **THE PARTIES**

15 1. Steven M. Rosenberg ("Plaintiff") is an individual residing in the County  
16 of Los Angeles, State of California.

17 2. Plaintiff is informed and believes that Defendants are entities doing  
18 business in the state of California

19 3. Defendant Alliance Bancorp, Inc, as lender and Mortgage Electronic  
20 Registration Systems, Inc ("MERS") as beneficiary purports to be the parties of that  
21 certain deed of trust entered on March 15, 2007, and purport securing a \$390,000  
22 promissory note was recorded against the Estate property located at 15814 Septo  
23 Street, North Hills, California 91343 (hereinafter referred to as "Subject Property").

24 4. Defendants OneWest Bank/ a part of CIT Bank, N.A, (stating in public  
25 records to be acting as Attorney in Fact for OCWEN LOAN SERVICING ) and  
26 Deutsche Bank *claims* to be the current holders of the above mentioned deed of  
trust.

27  
28 **B.**

29 **JURISDICTION AND VENUE**

30 5. This Court has jurisdiction over this Adversary, pursuant to 28 U.S.C. §§

1 157 and 1334 in that it arises in or is related to the above-captioned case under  
2 Chapter 11 of the United States Bankruptcy Code.

3 6. This action is a "core proceeding" under 28 U.S.C. § 157(b)(2).

4 7. Venue of this action is proper, under 28 U.S.C. § 1408 and 1409, in that it  
5 arises in or relates to the Case, which is presently pending in the United States  
6 Bankruptcy Court for the Central District of California.

7 **C.**

8 **PROCEDURAL AND FACTUAL BACKGROUND**

9 10. Petitioner Steven M. Rosenberg is the sole beneficiary of the Isadore and  
11 Norma P. Rosenberg Trust dated May 4, 1990 and personal representative of the Estate  
12 of Isadore Rosenberg, Deceased (1918 - 2008).

13 9. On March 15, 2007, an alleged valid deed of trust ("DOT") securing a  
14 \$390,000 promissory note was recorded against the Estate property located at 15814  
15 Septo Street, North Hills, California 91343 indicating Ampro Mortgage, a division of  
16 United Finance Mortgage Corp ("Alliance Bancorp, Inc") as the lender and MERS  
17 acting solely as a nominee for the lender and the lender's successors and assigns was the  
18 beneficiary under deed of trust. The contented trustor of the note and the March 15, 2007  
19 DOT was the now, deceased Isadore Rosenberg. Feeble, with age related macular  
20 degeneration affecting his eyesight, and age related cognitively impaired Isadore  
21 Rosenberg, was 88 years of age, at the time of his death, in early 2008.

22 10. The DOT has been supposedly further assigned by two assignments and a  
23 correction assignment; the first Assignment (see Exhibit -1-/29 pages to 30) purports to  
24 have been made on April 16, 2008 at 7:55 am (though not acknowledged until August  
25 2008). According to Exhibit -2 -, as found on pages 31 to 33 , the second assignment  
26 purports to have been made simultaneously with the first assignment as of April 16, 2008  
27 at 7:55 am although it is not acknowledged until 2009 and recorded in 2010.

1 The recorded “contested” **Correction Assignment of March 17, 2017** has been Robo  
2 Signed by John Dickerson on behalf of FDIC, pertains *astonishingly* going back over 7  
3 years to now at this belated date, correct the recital party name found in the DOT  
4 robosigned (Jessica Seck) assignment *recorded in 2010 !!* Exhibit - 3- / *pages 34 to 35*.  
5 The above County Recorder assignment/ correction to assignment chronology raises  
6 serious judicial doctrines red flags (e.g; laches, statute of limitations, unclean hands,  
7 marketability harm by way of slander of title, ) that something is not right in Denmark.

8 11. The contested first Assignment is in the name of Mortgage Electronic  
9 Registration Systems, Inc. (MERS) as nominee for Ampro Mortgage, a division of  
10 United Finance Mortgage Corp. By the time of the purported assignment the party on  
11 whose behalf MERS purported to act, had filed a petition for Bankruptcy under Chapter  
12 7 on July 13, 2007, and was subsequently voluntarily dissolved in Illinois, its State of  
13 Incorporation on February 1, 2008 as Case No. 07-10941 (CSS).  
14

15 12. The claims were presented by OneWest Bank and Deutsche Bank to the  
16 Plaintiff as the administrator of the estate of his father, Isadore Rosenberg, and the  
17 trustee/ sole beneficiary of the Isadore Rosenberg & Norma Rosenberg Trust dated May  
03, 1990.  
18

19 13. On realizing the DOT was not executed by his father and suspected forgery,  
20 on August 29, 2009 the plaintiff filed a petition in Los Angeles Superior Court pursuant  
21 to Probate Code §850 as estate personal representative. LASC BP109168  
22

23 14. This action sought to determine title to real Estate property where someone  
24 other than the decedent or trustor claims to have title to or an interest in the Estate  
25 property & for forgery as the signature of the Deed of Trust document was forged by a  
unscrupulous criminal caregiver of Isadore Rosenberg.  
26

27 15. The complaint regarding forgery of the above mentioned DOT was  
dismissed without prejudice.  
28

16. The DOT that was recorded is void ab initio as it was entered by forging the signature of Isadore Rosenberg who is the contended trustor of the DOT. Moreover the assignments made by MERS as nominee for Ampro Mortgage, a division of United Finance Mortgage Corp were after the PSA closing date for such assignments, making such transfers void. Alliance Bancorp Securitization requirements per SEC edgar.

[https://www.sec.gov/Archives/edgar/data/1400428/000088237707001571/d679954\\_424b5.htm](https://www.sec.gov/Archives/edgar/data/1400428/000088237707001571/d679954_424b5.htm)

D.

## THE DEED OF TRUST IS VOID AB INITIO Based on FORGERY

17. The alleged DOT is void ab initio as the signature of the borrower i.e. Isadore Rosenberg in the said DOT is forged and such DOT has been created by means of fraud and forgery apparently by the criminal caregiver, David Curtis Harder



(NCIC: A10433454) as well as the lender bank and all other parties that have alleged beneficial and legal interest in the existence of the said DOT.

18. The plaintiff in this adversary proceeding is the son (and sole heir) and the personal representative of the estate of his father, Isadore Rosenberg who is the “Borrower” in the alleged DOT. The “borrower” in the DOT died in 2008. In August 2009 the plaintiff had filed a petition pursuant to Probate Code § 850 as administrator and trustee of the estate of Isadore Rosenberg to determine title to Estate property where someone other than the decedent or trustor claims to have title to or an interest in the Estate property before the Superior Court of California, County of Los Angeles,

1 the Honorable Maria E. Stratton, Judge , the last presiding justice in the dismissed  
2 case.

3       19. The plaintiff had in the petition claimed that Isadore Rosenberg had  
4 record title to Estate property in North Hills, California, but that prior to his death  
5 “Isadore Rosenberg’s” name was forged on a number of written instruments that were  
6 recorded on the Estate property. This resulted in the present Bankruptcy Estate  
7 property going from free and clear ownership in 2001 to approximately \$390,000 of  
8 loans and liens being recorded on the Estate property as of February 2007. The  
9 plaintiff had also stated in the petition that various individuals and financial  
10 institutions, including OneWest Bank and Mortgage Electronic Registration Systems,  
11 aided and abetted the Caregiver Harder in his aforesaid acts. These documents,  
12 included deeds of trust securing promissory notes and lines of credit, were allegedly  
13 forged before Isadore Rosenberg’s mysterious death, occurring in Orange County,  
14 more than 60 miles from his long time home.

15       20. The aforesaid petition was dismissed with prejudice on January 15, 2015,  
16 however the plaintiff made a timely appeal in April 2015, before the Court Of Appeal  
17 of the State Of California, Second Appellate District, Division Seven, in Case No.  
18 B263242, wherein the Court of Appeal rule favorably regarding Plaintiff’s appeal.  
19 The matter was remanded with directions to vacate the order dismissing the Probate  
20 Code 850 petition (Los Angeles County Super. Ct. Nos.BP109162 )**with prejudice**,  
21 and enter a new order dismissing the petition **without prejudice**.

22       21. Plaintiff is informed and believes, and thereon alleges that the signatures  
23 in the DOT and all related endorsements and documents with regard to the Estate  
24 property that has been purported to be signed by Isadore Rosenberg are forged, and  
25 fraudulent. A true and correct copy of the Forensic Handwriting Expert Summary  
26 Report is attached and incorporated by reference to this petition as Exhibit -4-( refer to  
27 page 36 #'s to 43)

22. Plaintiff is informed and believes that based on the report of the highly qualified handwriting expert the signatures of Isadore are forged with regard to the DOT, endorsements and such related documents, and the DOT, endorsements and all such documents are invalid and void ab initio.

23. Plaintiff is informed, believes and alleges that none of the defendants in the previous petition that was filed in 2009, had produced a counter expert opinion that the documents and DOT were not forged nor did they avail themselves to do a deposition of Steven Mark Rosenberg's, retained handwriting forensic expert Howard C. Rile, Jr. in order to attempt impeachment or rehabilitation.

24. The ground of forgery was raised by the plaintiff on August 29, 2009 in the filed petition pursuant to Probate Code section 850 as administrator and trustee of the estate of Isadore Rosenberg to determine title to real *Estate property which is within the statutory time of three years in which such a case should be initiated*. The present adversary proceeding is a continuation of the litigation that was initiated in 2009 and therefore is maintainable according to the Statute of Limitations.

25. Plaintiff is informed and believes, and based thereon alleges, that the DOT, endorsements, notes do not contain the true signing of Isadore Rosenberg, that the signings in the DOT and such other related documents are forged, there is no valid DOT, the DOT is void ab initio, all claims arising from such DOT are invalid and void and accordingly none of the defendants have the standing to claim.

E.

**ASSIGNMENTS MADE BY ALLIANCE BANCORP, INC OF DEED OF  
TRUST ARE VOID**

26. Plaintiff is informed and believes, and based thereon alleges, that neither OneWest Bank nor Deutsche Bank has an interest in the Deed of Trust or is a real party in interest. One West Bank, joined by Deutsche Bank National Trust Company cannot

1 contend that they are holders thereof based on two “fabricated” recorded assignments  
2 *both* dated April 16, 2008 (at 7:55 am).

3 Plaintiff is informed and believes, that the Lender under the Deed of Trust  
4 was contended to be Ampro Mortgage, a Division of United Financial Mortgage Corp  
5 which was an assumed name of Alliance Bancorp, Inc. Alliance Bancorp, Inc filed a  
6 petition in Bankruptcy, Chapter 7 on July 13, 2007, and was involuntarily dissolved in  
7 Illinois, its State of Incorporation, February 1, 2008. Exhibit -5- ( pages<sup>44</sup> to<sup>45</sup> ).

8 Plaintiff is informed and believes, and based thereon alleges, that as per the  
9 purported DOT, the closing date in the mortgage backed security (MBS) prospectus was  
10 May 30, 2007. It also stated that the Sponsor will convey the mortgage loans to the  
11 Depositor on the Closing Date and the Depositor will convey the mortgage loans to the  
12 Issuing Entity on the Closing date.

13 Plaintiff is informed and believes, and based thereon alleges that Section  
14 10.02 of the Pooling and Service Agreement (PSA), provides that the Depositor, Master  
15 Servicer, Trustee or the Securities Administrator **shall not accept any contributions to**  
16 **the REMICs after the closing date.**

17 Plaintiff is informed and believes, and based thereon alleges, that the two  
18 purported assignments recorded in the years 2009 & 2010 respectively and the  
19 Correction of Assignment recorded March 17, 2017 relied by the defendants have  
20 serious unexplained anomalies which collectively show them to be ineffective and Void  
21 at Law.  
22

23 Plaintiff is informed and believes, and based thereon alleges, that the two  
24 purported assignments recorded in the years 2009 & 2010 respectively and the  
25 Correction of Assignment recorded March 17, 2017 relied by the defendants have  
26 serious unexplained anomalies which collectively show them to be ineffective and Void  
27 at Law.  
28

1       32.     The first Assignment purports to have been executed April 16, 2008 at  
2 7:55 am. However, the purported Assignment is in the name of MORTGAGE  
3 ELECTRONIC REGISTRATIONS SYSTEMS, INC AS NOMINEE FOR AMPRO  
4 MORTGAGE, A DIVISION OF UNITED FINANCIAL MORTGAGE CORP. By the  
5 time of the purported assignment the party on whose behalf MERS purported to act had  
6 filed a petition in bankruptcy and had been involuntarily dissolved. This gives rise to an  
7 ultra virous situation.

8       33.   Plaintiff is informed and believes, and based thereon alleges, that the signer  
9 of the first Assignment is Laura Hescott, who is identified as a "Robo Signer" in  
10 the following case amongst others: *IndyMac Bank, FSB v. Bethley*, 2009 NY Slip Op.  
11

12       34.   The second Assignment purports to have been made simultaneously  
13 with the first Assignment as of April 16, 2008 at 7:55 a.m. It was signed by Erica  
14 Johnson-Seck, also identified as a Robo signer. Both assignments in this instance were  
15 purportedly signed simultaneously—it would appear that neither of the defendants ever  
16 received any interest therein.

17       35.   Plaintiff is informed and believes, and based thereon alleges, that the trustee  
18 performing their required duties pursuant to 11 U.S. Code § 704 (1) under Defendant  
19 AllianceBancorp, Inc bankruptcy estate; while trying to sell newly discovered loans  
20 ("assets of the Bankruptcy estate), was severely hampered in such duty because the  
21 various mortgage loans of the Defendant Alliance Bancorp, Inc could not be located  
22 according to proceedings in their open bankruptcy case . Exhibit -7- (pages 51 to 62 )

23       36.   Questionable title & loan documentation substantiation was the situation  
24 involved in *Yvanova v. New Century Mortgage Corp*, Case No. S218973 (Cal. Sup. Ct.  
25 February 18, 2016),

26                    The Supreme Court held that a home loan borrower who has  
27 suffered a non-judicial foreclosure has standing to sue for wrongful

*foreclosure based on an allegedly void assignment even though she was in default on the loan and was not a party to the challenged assignment because an allegation that the assignment was void will support an action for wrongful foreclosure.*

37. This case implies that belated transfers would be void ab initio, (a public policy reason being that a contrary result exposes the trust and its certificate holders leading to a complete collapse of its favoured status as a REMIC) .

38. Plaintiff is informed and believes, and based thereon alleges, that the defendants have not followed the regulations of PSA as required before the closing date making such late assignment void. The Lender in the purported DOT had filed for bankruptcy before assignment of interest to any of the defendants, the purported two assignments are Robo signed making such late assignment **VOID**; as well as most recently the LA County Recorder Office recorded as Instrument # 20170317787 "so called" "Correction of Assignment" of the Assignee name, dated March 17,2017; the defendants CANNOT make legitimate claims and initiate proceedings of foreclosure on the bankruptcy estate property.

E.

## **VIOLATIONS OF CALIFORNIA CIVIL CODE SECTION 2924.17**

39. Civil Code § 2924.17 requires that a declaration recorded pursuant to Civil Code § 2923.55, a notice of default, notice of sale, assignment of deed of trust, or substitution of trustee recorded by or on behalf of a mortgage servicer in connection with a foreclosure subject to the requirements of Civil Code § 2924, or a declaration or affidavit filed in any court relative to a foreclosure proceeding, must be accurate complete and supported by competent and reliable evidence.

40. Moreover, Civil Code § 2924.17(b) states that before recording or filing any of the documents described above, a mortgage servicer **shall** ensure that it has

1 reviewed competent and reliable evidence to substantiate the borrower's default and  
2 the right to foreclosure.

3       41. From the year 2008 to the present the Defendants One West Bank and  
4 Deutsche Bank have been engaging in a pattern and practice scheme initiating wrongful  
5 foreclosure proceedings against the Plaintiff. Here once again, the foreclosure  
6 proceedings had been initiated by the Defendants but the Defendants rights to  
7 foreclosure are not based on any legitimate documentation, whatsoever.

8       42. Plaintiff is informed and believes, and based thereon alleges, that the  
9 Defendant Alliance Bancorp, Inc on whose behalf MERS has assigned the trust deed on  
10 April 16, 2008 lacks proper loan documentation. This is clear from the relevant motion  
11 and corresponding issue Order in Alliance Bancorp inc Case 07-10942-CSS Doc 519  
12 filed on 01/20/09 in the previously referred to Exhibit 7 ( page 51 # to 62).

14       43. This was a motion filed by the above Trustees appointed in the bankruptcy  
15 case of Alliance Bancorp, Inc and referring to bottom half page 9 of said Exhibit 7  
16 there is documentation clearly indicating the **"trustee's lack of loan documentation"**.  
17 (emphasis added) Page: 60

18       44. The Plaintiff, exercising Freedom of Information Act (FOIA) citizen  
19 powers, on request to FDIC regarding information of executed (POA) *Jon Dickerson*  
20 assignments executed made by entities Alliance Bancorp, Inc/CIT BANK/ OneWest  
21 Bank/ IndyMac Bank et al. , was provided "buried" among the many documents, an  
22 internal Power of Attorney (POA) justification memo submitted from Chris Brown,  
23 Director, Senior Counsel on behalf of CIT Bank, N.A (OneWest Bank) to the FDIC  
24 Failed Bank Institution Department regarding Failed Bank, Indymac Bank, F.S.B on  
25 form titled: ***Request Form for Renewal-Limited Power of Attorney For Assuming***  
26 ***Bank/Institution Employeesas*** follows:  
27  
28

1           *Despite having exercised considerable efforts, we find at the  
2 commencement of collection or bankruptcy activities that we do not have  
3 a recorded assignment into the appropriate entity,*

4           *We have undertaken a thorough review of our books, records, and  
5 existing loan files of all of our group 2 loans, and we believe we have  
6 completed assignments into the appropriate entity for both portfolios  
7 where appropriate, available, and where such a need for an assignment is  
8 known. However, in our mortgage servicing activities, we continue to be  
9 faced with legal and technical challenges, such as borrower bankruptcies,  
10 and enjoined proceedings, requiring we recreate a chain of title based on  
11 factors that cannot be identified in advance without obtaining an updated  
12 title report on every loan serviced. It is cost prohibitive to obtain an  
13 updated loan level title report for each loan we are servicing, which  
14 again, would be the only way to insure a clean chain of title through all  
15 prior transfers.*

16           *Absent a renewed power of attorney, to avoid the risk of jeopardizing  
17 our lien position and to enable the bank to transfer title when legally  
18 permissible, we would be obliged to approach the FDIC for each instance  
19 requiring a signature on an assignment or other instrument of transfer or  
20 conveyance where, despite having exercised considerable efforts, we find  
21 at the commencement of collection or bankruptcy activities that we do not  
22 have a recorded assignment into the appropriate entity.*

23           Exhibit -8-(      pages ~~3 to 67~~)

24           45. This information, accurately translated by any reasonable person, would  
25 prohibit any valid claim from being claimed in this action, and ultimately forms the  
26 basis, and backdrop for this adversary proceeding that will be proving that the  
27 Defendants not only did not file a proof of claim in this disputed matter, they  
28 cannot...ever.

29           46. The Defendants are asking for a pass under the cover of darkness with  
30 government oversight, while totally concealing from the public, homeowners and  
31 government by the People and for the People”, what has been believed all along but  
32 could not be clearly established until the production of the above-cited official  
33 documentation under the Freedom Of Information Act, has now shined a light on

1 skullduggery, fraud, and criminal enterprise at the highest levels of business and  
2 government.

3

4 47. These Exhibits herein stand on their own to state that the assignments made  
5 by Defendant Alliance Bancorp, Inc were not in compliance with required Pooling and  
6 Service Agreement (PSA) transfer into the trust as set forth in New York Security  
7 Law/Real Estate Investment Conduit (REIC) imposed deadline statutory codes. This  
8 makes it abundantly clear that the Defendants lacks valid documentation regarding their  
9 rights to foreclosure.

10

11 48. Plaintiff is informed and believes, and based thereon alleges, that accordingly,  
12 pursuant to Civil Code §2924.17, under the California Homeowner's Bill of Rights  
13 (HBOR) Plaintiff has authority to seek redress of "material" violations of the foreclosure  
14 process. As fully explained above, Defendants willful and serious failure to comply with  
15 Civil Code §2924.17 directly undermines the intent of the Homeowners Bill of Rights.  
16 To use a clinique, "Exhibit "A", by way of example of a recorded document being  
17 presented without it being verified for being accurate is the March 17, 2017 Correction  
18 of Assignment. . (*See Foia Exhibit -8- with Jon Dickerson on POA list/ and this*  
19 *matching this LA County Recorder fake "correction of assignment"*). To be clear here:  
20 a key harm the Plaintiff suffers is slander /marketability upon their title (currently the  
21 bankruptcy estate suffers).

22

23 This blatant failure to adhere to the statute renders it essentially meaningless and,  
24 if the statute is not enforced, it will serve to perpetuate a cycle that results in far too  
many homeowners being rendered helpless.

25

26 49. As directed and proximate result of Defendants failure to comply with Civil  
27 Code § 2924.17, Defendants' are liable to Plaintiff for any and all statutory and/or actual  
28 damages which have resulted from their conduct.

G.

## 1 GROUND FOR THE INSTANT ACTION

2 50. Notwithstanding that the foregoing information, beliefs, and allegations  
3 from a thorough and contextual background for relevance, and however factual and  
4 evidentiary they may be from the Plaintiff's perspective, these issues have become  
5 ultimately and finally, if not incredibly so...moot.

6 51. Moot because in not responding to this Plaintiff/Debtor's Chapter 7  
7 petition to some limited degree, and even if appearing at a 341 meeting it/they never  
8 have filed a proof of claim.

9 Note: Docket Number 12 in main Bankruptcy case, requesting for formal special service  
10 notice by: **Deutsche Bank National Trust Company, As Trustee For Alliance**  
11 **Bancorp Mortgage Backed Pass-Through Certificate Series 2007-OA1.** The  
12 honorable Court should be aware that the above full name was fraudulently concealed  
13 in the protracted Probate litigation. A close review of the LASC Probate docket will  
14 show that above Entity Name as represented to this court as being a Real party in interest,  
15 WAS NEVER in any captions or pleadings filed by this particular defendant (spanning  
16 a period from 2009 to 2017) Exhibit - 9 - (page 68 # to 70) .

17 52. Instantly, it is presumed, it/they would argue that in a Chapter 7 proceeding  
18 as a secured creditor, it/they do not have to file a secured creditors claim. If that is  
19 it's/their argument it would appear that they are severely mistaken. If that is not their  
20 argument, and only sufficient argument for not having done so, then they have proceeded  
21 to its/their legal fatality.

22 53. Federal Rules Of Bankruptcy Procedure, Rule 3001(c)(2)(B) clearly states,  
23 "If a security interest is claimed in the debtor's Estate property, a statement of the  
24 amount necessary to cure any default as of the date of the petition shall be filed with the  
25 proof of claim." In the instant proceeding, and in the related matter, this is indeed the  
26 case.

1       54. The exception to filing a proof of claim in a Chapter 7 case would be where  
2 there are no assets remaining for distribution before discharge. Yet the statute is clear  
3 that the amount in arrears to cure the default on a secured debt must be stated. Any  
4 interpretation to the contrary of the clearly written English would have to be a legal  
5 stretch at the very least, but inescapably overbroad, and void on its face.

6       55. Further, the purported arrearages are wholly in dispute not only because of  
7 all that stated hereinabove, but the accrual of debt based upon forgery fraudulent  
8 documents, loss of chain of assignment and title by creditor(s) own admission(which  
9 is inescapable), which has been fraudulently concealed from the Plaintiff when the  
10 creditor was bound to disclose it, precludes any possibility of not only filing a  
11 proof of claim, but one that can pass legal muster.

12       56. FRBP, Rule 3001(c)(2)(C) states in pertinent part, "If a security interest is  
13 claimed in Estate property that is the debtor's principal residence, the attachment  
14 prescribed by the appropriate Official Form shall be filed with the proof of claim.

15       57. The record will show that to date no such claim was ever filed.

16       58. Without the filing of a proof of claim, the creditor, on the disputed claim  
17 lost any ability to recover Subject Property, along with the purported debt incurred  
18 upon the sudden, but instant discharge. That is the law.

19       59. Currently the Defendants are proceeding in an unlawful conversion type  
20 manner with nonjudicial foreclosure proceedings against a declaratory Debtor's  
21 Discharge Directive, with their intent to foreclose on the alleged debt and sell or  
22 wrongfully convert Property on November 28, 2017. Exhibit -10- , *page #71-72*.

23       60. While this action is intended to preclude the violations from continuing, it  
24 is also brought forth to recover Estate damages for past transgression,  
25 and in the future, disgorgement/ with any such proceeds distributed to the Bankruptcy  
26 Estate for creditor allocation, should that become necessary.

## FIRST CLAIM

**(Against All Defendants For VIOLATION OF 11 U.S.C. § 524(a)(2)- Debtor Discharge Injunction)**

61. Plaintiff refers to re-alleges and incorporates by reference the allegations of paragraphs 1 through 60 of this Adversary Pleading , as though fully set forth herein.

62. Plaintiff is informed and believes and on that basis alleges that the defendants and each of them knew or should have known that by committing acts described hereinabove, that such acts constitute a cause of action for **VIOLATION**

**OF FRBP, Rule 3001(c)(2)(B);Failure To File Proof Of Claim Re Security**

## **Interest Statement Of Amount To Cure Default As Of Petition Filing Date,**

based on the following:

- a) each of the named defendant knows or should know that the debtors debts have been discharged;
- b) the clerk of the court has notified the creditors of the debtors discharge;
- c) the defendants know or should know that they did not file a proof of claim in a timely manner, nor before debtor's debts were discharged;
- d) the defendants know or should know that because of the type of security interest that they are **illegally acting upon**, that before doing so to effect legal process, they have a **duty to file a claim**;
- e) failing to do so they are inflicting upon Plaintiff severe mental anguish suffering in the form of: 1) clinical diagnosis stress 2) anxiety 3) depression

1 while intentionally but illegally attempting to collect a debt ( that also happens to be  
2 time barred). Plaintiff has been and continues to be irreparably harmed by defendants  
3 actions (e.g; slander of title/ infliction of won ton emotional distress requiring  
4 psychiatric care through the Plaintiffs HMO over the past 4 years).

5 63. As a direct, proximate result of their actions, Plaintiff seeks  
6 compensatory damages commensurate with standards of precedence in such matters.

7 64. Plaintiff seeks punitive damages in an amount that a jury may find just  
8 proper.

9 **SECOND CLAIM**

10 **(Against All Defendants, VIOLATION OF FRBP, Rule 3001(c)(2)(B);Failure  
11 To File Proof Of Claim Re Security Interest Statement Of Amount To Cure  
12 Default As Of Petition Filing Date)**

13 65. Plaintiff refers to re-alleges and incorporates by reference the allegations  
14 of paragraphs 1 through 64 of this Adversary Proceeding, as though fully set forth  
15 herein.

16 66. Plaintiff is informed and believes and on that basis alleges that the  
17 defendants and each of them knew or should have known that by committing acts  
18 described hereinabove, that such acts constitute a cause of action for *Violation Of*  
19 **Rule 3001(c)(2)(B); For Failure To File Proof Claim Re Security Interest**  
20 **Statement**, based on the following:

21 a) each of the named defendant knows or should know that the  
22 debtors debts have been discharged;  
23 b) the clerk of the court has notified the creditors of the debtors  
24 discharge;  
25 c) the defendants know or should know that they did not file a proof  
26 of claim in a timely manner, nor before debtor's debts were  
27 discharged;

- d) the defendants know or should know that because of the type of security interest that they are illegally acting upon, that before doing so to effect legal process, they have a duty to file a proof of claim;
- e) the defendants know or should know that there is a declaratory injunction in force which prohibits the defendants from making any attempt whatsoever to take possession of, or sell Estate Subject Property or, otherwise collect the debt thereon
- f) failing to do so they are creating undue stress upon the while intentionally but illegally attempting to collect a debt.

67. As a direct, proximate result of the actions, Plaintiff seeks sanctions prohibiting the Defendants from making any attempts of any kind whatsoever, and without exception, to collect the debt for Subject Property, or recover same through attempts to sell or take possession of same proper.

### **THIRD CLAIM**

**(Against All Defendants, VIOLATION OF FRBP, Rule 3001(c)(2)(C);Failure To File Attachment To Appropriate Official Form Re Security Interest In Debtor's Principal Residence)**

68. Plaintiff refers to re-alleges and incorporates by reference the allegations of paragraphs 1 through 67 of this Complaint, as though fully set forth herein.

69. Plaintiff is informed and believes and on that basis alleges that the defendants and each of them knew or should have known that by committing acts described hereinabove, that such acts constitute a cause of action for ***Failure To File Attachment To Appropriate Official Form Re Security Interest In Debtor's Principal Residence*** based on the following:

a) each of the named defendant knows or should know that the

- debtors debts have been discharged;
- b) the clerk of the court has notified the creditors of the debtors discharge;
- c) the defendants know or should know that they did not file a proof of claim in a timely manner, nor before debtor's debts were discharged;
- d) the defendants know or should know that because of the type of security interest that they are illegally acting upon, that before doing so to effect legal process, they have a duty to file a proof of claim ***with the proper attachment thereto according to statute;***
- e) the defendants know or should know that there is a declaratory injunction in force which prohibits the defendants from making any attempt whatsoever to take possession of, or sell Subject Property or, otherwise collect the debt thereon
- f) the defendants know or should know that there is a declaratory injunction in force which prohibits the defendants from making any attempt whatsoever to take possession of, or sell BANKRUPTCY ESTATE Subject Property or, otherwise collect the debt thereon ( Note: as of the filing of this Adversary Proceeding, the Trustee has not made any Motion for Abandonment of Estate Property pursuant to governing Statute 11 U.S §554 ).
- f) failing to do so they are creating undue stress upon the while intentionally but illegally attempting to collect a debt.

70. As a direct, proximate result of their actions, Plaintiff seeks sanctions prohibiting the Defendants from making any attempts of any kind whatsoever, and

1 without exception, to collect the debt for Bankruptcy Estate Subject Property, or  
2 recover same through attempts to sell or take possession of same proper.

3 **FOURTH CLAIM**

4 **(Against All Defendants, For Fraudulent Concealment(Related State Claim))**

5 71. Plaintiff refers to re-alleges and incorporates by reference the allegations  
6 of paragraphs 1 through 70 of this Complaint, as though fully set forth herein.

7 72. Plaintiff is informed and believes and on that basis alleges that the  
8 defendants and each of them knew or should have known that by committing acts  
9 described hereinabove, that such acts constitute a cause of action for intentional  
10

11 ***Fraudulent Concealment Based*** on the following:

12 a) Each of the Defendant in this action on any number of occasions  
13 have falsely represented to this Plaintiff and courts of law, as well  
14 as the instant one, that they have a valid security interest in Subject  
15 Property through a known broken chain of assignment to title upon  
16 faulty securitization shenanigans and other fraudulent mortgage  
17 loan processing charades including significant  
18 misrepresentations to borrowers such as inflated appraisals.

22 b) In fact, the Defendants knew at all times relevant that in fact they  
23 could not and cannot reconstruct a chain of assignments and titles  
24 for presumably countless residential mortgages and Deeds of Trust

27 ***-scienter***

- c) the knowing falsity of their claims was intentional because the defendants had mastered a scheme to commit literally the greatest heist against one's fellow man in the known history of mankind, and to date they continue to do so, with relative impunity.
- d) the Defendants and each of them, had a duty to disclose these facts about their lies, as required in federal Truth In Lending Laws among many others, but instead chose to conceal the fact that they “...we do not have a recorded assignment into the appropriate entity”, for what is contended to be millions of homeowners, nor will they ever.
- e) the Plaintiffs’ 88 year old father , although suffering from dementia, justifiably to the extent possible given his condition, relied on the representations of the defendants as did the American People at one time because they were among some of the most highly respected financial institutions in the world with a supposed reputation for honesty.
- f) Because of their fraud, and patent dishonesty, and deadly conspiracies through “Wall Street fraud incorporated”, millions unjustly lost their home , many their will to live happy , and some even their lives due to suicide.

g) Because of the Defendants' fraud and fraudulent concealment  
*this Plaintiff is the poster child for the harm associated with*  
*being* taken advantage of by the unchecked criminal acts of the  
Defendants and their cohorts who have been and are acting out  
with seeming impunity. ( Jesse Eisinger, The Chickenshit Club:  
Why the Justice Department Fails to Prosecute Executives (Simon  
& Schuster 2017)

73. As a direct, proximate result of the actions of the Defendants and each of them, Plaintiff seeks compensatory damages commensurate to ones already adjudicated in this Court nationwide.

74. Plaintiff seeks punitive damages in an amount that a Jury may deem just and proper.

## **FIFTH CAUSE OF ACTION**

**(Against All Defendants, For Violation Of 18 U.S.C. § 157-Re Fraud)**

75. Plaintiff refers to re-alleges and incorporates by reference the allegations of paragraphs 1 through 74 of this Adversary Proceeding, as though fully set forth herein.

76. Plaintiff is informed and believes and on that basis alleges that the defendants and each of them knew or should have known that by committing acts described hereinabove, that such acts constitute a cause of action for Violation Of **18 U.S.C. § 157** based on the following:

- 1 a) Each of the Defendant in this action on any number of occasions  
2 have falsely represented to this Plaintiff and courts of law, as well  
3 as the instant one that they have a valid security interest in Subject  
4 Property through a known broken chain of assignment to title upon  
5 securitization (failure) and other fraudulent mortgage loan  
6 processing misrepresentation schemes.
- 7
- 8
- 9
- 10 b) In fact, the Defendants knew at all times relevant that in fact they  
11 could not and cannot reconstruct a chain of assignments and titles  
12 for presumably countless residential mortgages and Deeds of Trust  
13  
14 *-scienter*
- 15 c) the knowing falsity of their claims was intentional because the  
16 defendants had mastered a plan to commit literally the greatest  
17 heist against one's fellow man in the known history of mankind,  
18 and to date they continue to do so, with impunity.
- 19
- 20 d) the Defendants and each of them, had a duty to disclose and not  
21 these facts about their untruthfulness, as required in federal Truth  
22 In Lending Act (TILA) / Real Estate Settlement Practices Act  
23 (RESPA), but instead chose to fraudulently conceal the fact per the  
24 obtained Freedom of Information Act Internal Memo seeking  
25 approval from the FDIC for Renewal Request For Limited Power  
26  
27
- 28

1 of Attorney for Assuming Bank/Institution Employees (in this  
2 instance CIT Bank/OneWest Bank) - **RE: FDIC FOIA Log**  
3

4 **Number 17-0271**, quoting verbatim:

5 “...we do not have a recorded assignment into the appropriate  
6 entity”, it would not be conjecture to state that this holds true for  
7 for millions of homeowners with an entity such as MERS clouding  
8 their property title.

9

10 e) the Plaintiffs’ father , justifiably relied on the representations of the  
11 defendants as did the American People at one time because they  
12 were among some of the most highly respected financial  
13 institutions in the world with a supposed reputation for honesty.

14 f) Because of the systematic industry fraud, and patent dishonesty,  
15 and deadly conspiracies through “mortgage fraud incorporated”,  
16 millions lost their homes, many their will to live, and some their  
17 lives.

18 g) Because of the Defendants’ fraud and fraudulent concealment  
19 this Plaintiff is next in line to be taken advantage of by the  
20 unchecked criminal acts of the Defendants who have been and are  
21 acting out with seeming impunity.

22 h) **18 U.S.C. § 157** in pertinent part states,

23

24

25

26

27

28

1                   *A person who, having devised or intending to devise a scheme or  
2                   artifice to defraud and for the purpose of executing or concealing such  
3                   a scheme or artifice or attempting to do so—*

4                   *(2) files a document in a proceeding under title 11; or*

5                   *(3) makes a false or fraudulent representation, claim, in relation to  
6                   a proceeding under title 11, at any time before or after the filing of the  
7                   petition, or in relation to a proceeding falsely asserted to be pending  
8                   under such title, shall be fined under this title, imprisoned not more  
9                   than 5 years, or both.*

10                   *i) the mere appearance of the Defendants in this action through  
11                   their employees representatives, agents, assigns, and proxies, etc., as  
12                   they continue to conspire to break the law, and commit fraud to deceive  
13                   the People of America out of trillions of dollars of their hard earned  
14                   income, and possessions and then make the rest of America pay for  
15                   their criminal shortcomings, including the instant Plaintiff requires that  
16                   they too must suffer the consequences for their harmful actions.*

17                   77. As a direct, proximate result of the actions of the Defendants and each  
18                   of them, Plaintiff seeks compensatory damages commensurate to ones already  
19                   adjudicated in this Court nationwide.

20                   78. Plaintiff seeks punitive damages in an amount that a Jury may deem just  
21                   and proper.

22                   **RELIEF**

23                   **(Declaratory Relief)**

24                   79. Plaintiff refers to re-alleges and incorporates by reference the allegations  
25                   of paragraphs 1 through 78 of this Complaint as though fully set forth herein.

26                   80. Plaintiff has alleged that a dispute has arisen between himself and the  
27                   Defendants, if not in words, by their actions, where it appears they are in willful  
28                   violation of a Debtor's Discharge Injunction that somehow they feel does not apply to  
                 them.

1  
2 82. Plaintiff alleges that the Defendants failed to file a proof of claim in this  
3 action re: highly contested disagreements re possession and control of Subject  
4 Property, spanning over 9 (nine) plus years to date in the judicial system; prior and  
5 subsequent to the filing of the relevant petition, and after discharge. They have  
6 continued to foreclose on Subject Property, even though, arguably, they no longer  
7 have any interest in it by operation of the law.  
8  
9

10 83. As a result, the Court is being requested to resolve the dispute according  
11 to the strict confines of the statutes governing bankruptcies with the benefits and  
12 limitations available to the debtor vis-à-vis with the legitimate creditors claims.  
13  
14

15 85. As a direct proximate result the Court is asked to find that the Defendants  
16 are declaratory enjoined from violating the discharge of the debts of the Debtor,  
17 while he is still and forever in possession of Subject Property as it relates to them  
18 and with respect to the Debtor.  
19

20 WHEREFORE, Plaintiff prays for judgment as follows:  
21  
22 On The First, Fourth, And Fifth Claims:

23 1. For compensatory damages commensurate with just, fair, and equitable  
24 damages as has been set by precedent.  
25  
26 2. For punitive damages from all the Defendants and each of them that a  
27 jury may find just and proper.  
28  
29 3. For allowed out-of-pocket expenses according to proof.

1  
2 On The Second And Third Claims:

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- 4. Plaintiff seeks sanctions prohibiting all the Defendants from making any attempts of any kind whatsoever, and without exception, to collect the debt for Subject Property, or recover same through attempts to sell or take possession of same proper .
- 5. For out-of-pocket expenses according to proof.
- 6. For cost of suit.
- 7. For such other further relief that the court may deem just and proper.

Dated: November 22, 2017

*Steven Rosenberg*  
STEVEN ROSENBERG, Plaintiff,  
pro se

///

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EXHIBIT LIST	Page #
EXHIBIT -1-	29
EXHIBIT -2-	31
EXHIBIT -3-	34
EXHIBIT -4-	36
EXHIBIT -5-	44
EXHIBIT -6-	46
EXHIBIT -7-	51
EXHIBIT -8-	63
EXHIBIT -9-	68
EXHIBIT -10-	71

# EXHIBIT -1-

Recording requested by:

When recorded mail to:

Indymac Bank FSB  
6900 Beaufre Drive  
Kalamazoo, MI 49009

08/12/08

20081445795

TS # CA-08-153268-OL

Order # EB19844

Loan # 3002889594  
Investor No. 6146077

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

IndyMac Bank F.S.B.

all beneficial interest under that certain Deed of Trust dated 3/1/2007 executed by ISADORE ROSENBERG, A WIDOWER, as Trustor(s) to FIDELITY NATIONAL TITLE COMPANY, as Trustee and recorded as instrument No. 20070575007, on 3/15/2007, in Book xxx, Page xxx of Official Records, in the office of the County Recorder of LOS ANGELES County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 4/16/2008 7:55 AM

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC. AS NOMINEE FOR AMPRO MORTGAGE, A  
DIVISION OF UNITED FINANCIAL MORTGAGE CORP.

By:

Laura Hodson

- VP

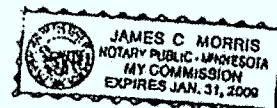
State of MN  
County of Dakota

On 4/16/08 before me, Laura Hodson, a notary public  
personally appeared Laura Hodson, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



04/16/08  
10:10

# EXHIBIT -2-

2

02/24/2010



\*20100248050\*

Recording requested by:

When recorded mail to:  
OneWest Bank, FSB  
888 East Walnut Street  
Pasadena, CA 91101



Space above this line for recorders use

TS # CA-08-153268-DL

Order # E819844

Loan # 3002889594  
Investor No. 6146077

### Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

**Deutsche Bank National Trust Company as Trustee for ALLIANCE 2007-OA1**

all beneficial interest under that certain Deed of Trust dated 3/1/2007 executed by **ISADORE ROSENBERG, A WIDOWER**, as Trustor(s) to **FIDELITY NATIONAL TITLE COMPANY**, as Trustee and recorded as Instrument No. 20070575007, on 3/15/2007, in Book xxx, Page xxx of Official Records, in the office of the County Recorder of **LOS ANGELES** County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

**"This instrument is being recorded as an  
ACCOMMODATION ONLY, with no  
Representation as to its effect upon title"**

Page 1 of 2

13

TS# CA-08-153268-DL  
Page 2

Effective Date: 4/16/2008 7:55 AM

IndyMac Bank F.S.B.

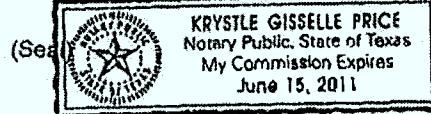
By: Erica A. Johnson-Seck  
Attorney in Fact

State of Texas )  
County of Travis )

On 11/19/09 before me, Kristle Price a notary public  
personally appeared Erica A. Johnson-Seck, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the  
State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristle Price



Page 2 of 2

# EXHIBIT -3-

Recording Requested By:  
OCWEN LOAN SERVICING, LLC

Temp Doc Number:10367432



Batch Number: C6734733



When recorded return to:  
**Security Connections / WPB**  
**240 Technology Drive**  
**Idaho Falls, ID 83401**

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Los Angeles, California

SELLER'S SERVICING #:7191654418 "LAZAROVITS" -W98

SELLER'S LENDER ID#: NW 24044-1

OLD SERVICING #: 10000001072

For Value Received, FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, F.S.B. hereby grants, assigns and transfers to DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR INDYMAC INDX MORTGAGE LOAN TRUST 2005-AR1, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-AR1 in C/O OCWEN LOAN SERVICING, LLC., 1881 WORTHINGTON ROAD, 8TE 100, WEST PALM BEACH, FL 33409 all its interest under that certain Deed of Trust dated 11/24/2004, in the amount of \$848,000.00, executed by MOSHE LAZAROVITS AND SARIT LAZAROVITS, HUSBAND AND WIFE AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR INDYMAC BANK, F.S.B. A FEDERALLY CHARTERED SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS and Recorded: 12/02/2004 as Instrument No.: 04-3118080 in the County of Los Angeles, State of California.

In witness whereof this instrument is executed.

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, F.S.B.  
On MAR 18 2015

~~Jon Dickerson~~  
Money In Fact

TRIMTR2023AC01283015 11:07:18 AM CNAAC40GMACA000000000000-432147 CALOS AT 718186-118 CASTATE TRUIT ASSGN ASSN 1C81 CNAAC\*

# EXHIBIT -4-

AMERICAN SOCIETY OF  
QUESTIONED DOCUMENT EXAMINERS

AMERICAN ACADEMY OF  
FORENSIC SCIENCES

HOWARD C. RILE, JR.  
*Forensic Document Examiner*

100 OCEANGATE, SUITE 670  
LONG BEACH, CALIFORNIA 90802-4312  
TEL: (562) 901-3376  
FAX: (562) 901-3378  
E-MAIL: HCRQDE@AOL.COM

FORMERLY AFFILIATED WITH  
HARRIS & HARRIS

DIPLOMATE, AMERICAN BOARD OF  
FORENSIC DOCUMENT EXAMINERS

July 23, 2009

83098R

**VIA PERSONAL DELIVERY**

Steven Mark Rosenberg  
15814 Septo Street  
North Hills, CA 91343

**SIGNATURE REPORT**

Re: Estate of Isadore Rosenberg

Dear Mr. Rosenberg:

Pursuant to your request, I have examined:

1. Certified true copy of an Abandonment of Homestead dated March 5, 2007, recorded as Instrument Number 20070575005 in Los Angeles County on March 15, 2007;
2. Certified true copy of a Grant Deed dated March 5, 2007, recorded as Instrument Number 20070575006 in Los Angeles County on March 15, 2007;
3. Certified true copy of a Deed of Trust dated March 5, 2007, with an Adjustable Rate Balloon Rider also dated March 5, 2007, recorded as Instrument Number 20070575007 in Los Angeles County on March 15, 2007;
4. Redacted photocopy of notary log entries corresponding to the above three documents for notary R. D. Salazar dated March 5, 2007;
5. Photocopy of an Amended Escrow Instruction dated March 5, 2007.

Specifically in question on each of these documents is the purported signature of Isadore Rosenberg. Attached as Exhibits A and B are copies of the Abandonment of Homestead

Declaration Exhibit B

Steven Mark Rosenberg

2

July 23, 2009

and Grant Deed. Attached as Exhibit C are copies of the first and signature pages of the Deed of Trust and the signature page of the Adjustable Rate Rider. Attached as Exhibit D is a copy of the notary log pages. Attached as Exhibit E is a copy of the Amended Escrow Instruction.

Submitted and identified as bearing the acknowledged genuine signature of Isadore Rosenberg were:

1. Photocopy of California Driver License D0572742 dated May 20, 1978;
2. California Driver License D0572742 dated May 3, 1990;
3. Photocopy of a Health Insurance card dated May 1, 1983;
4. Original report card dated January 29, 1960;
5. Original of Isadore and Norma P. Rosenberg Trust dated May 4, 1990;
6. Original Individual Grant Deed dated May 4, 1990, recorded as Instrument Number 90-847083 on May 8, 1990;
7. NCR copy of Cemetery Purchase Agreement dated August 29, 1996;
8. Original check number 4029 dated November 6, 1996;
9. Machine copy of a Customer Account Transfer Form dated November 25, 1999;
10. Copy of an Affidavit of Domicile notarized March 2, 2000;
11. Machine copy of a Third Party Trading Authorization dated May 8, 2000;
12. Two original checks, numbers 1332 and 1334, both dated April 5, 2001;
13. Original check number 2332 dated April 4, 2004;
14. Fax copy of a Statement of No Loss dated June 20, 2004;
15. Copy of a Conditions of Admission dated October 21, 2005;

Steven Mark Rosenberg

3

July 23, 2009

16. Patient Authorization dated October 21, 2005;
17. Fax copy of a Transfer/1035 Exchange dated March 4, 2007;
18. Machine copies of four checks consisting of:
  - a. check number 1597 dated January 3, 2007
  - b. check number 1606 dated January 29, 2007;
  - c. check number 1644 dated March 15, 2007;
  - d. check number 1521 dated May 21, 2007.

Attached as Exhibit F are photocopies of the above described documents.

As a result of the examination and analysis, my observations are as follows:

1. The evaluation of original signatures is a three-step procedure. The first step is to determine if the purported original ink signature is, in fact, a signature written by a human and not a machine reproduction. In the second step, the overall spontaneity or naturalness of the original disputed signature is evaluated. The purpose of this is to determine if one is dealing with handwriting as opposed to a tracing or a slowly written simulation. The third step involves the comparison of the overall execution and design of the questioned signature to a verified representative sampling of the individual's signature.
2. There are intrinsic limits in the examination of copies rather than original documents. Copies are subject to manipulation that may not always be detectable. Additionally, subtle details that are of significance in evaluating signatures are obscured. The assumption is made in this report that the copies provided depict the physical evidence to be found on the original documents. While copies are not the best evidence, they can be of value if their limitations are recognized. Should the originals become available, I would reserve the right to review them prior to testimony.
3. With respect to evaluating copied reproductions of signatures, if there are gross differences in terms of design and construction between the questioned and known signatures, that is generally not the fault of the copy process.

Steven Mark Rosenberg

4

July 23, 2009

Consequently, an opinion that the signature is either not genuine or probably not genuine would be justified. If, on the other hand, there is agreement in terms of execution and design, and no blatant evidence of tracing or manipulation, the document may be what it purports to be and the signature may be genuine. The possibility of a carefully executed manipulation or simulation cannot be precluded. The only way to reach a definite opinion that the signature and document is authentic is to examine the original of the document in question.

4. All of the submitted questioned documents are copies. I cannot completely evaluate the execution of the signatures. I can evaluate the individual letter design and overall construction.
5. Bearing the above limitations in mind, I intercompared all of the submitted exemplars for Isadore Rosenberg. Attached as Exhibit G is an enlarged composite photocopy showing four of the six questioned signatures. In terms of overall design and construction, the six questioned signatures are consistent with being the work of one writer.
6. I intercompared all of the submitted exemplars for Isadore Rosenberg, which are dated from 1960 through 2007. His signature throughout the 47-year-time period covered by the exemplars remained remarkably consistent in terms of overall design and construction. Mr. Rosenberg's signature was a complicated design executed in a spontaneous manner. On most of his checks, Mr. Rosenberg used a contraction, "I Rosenberg." The most proximate exemplar to the March 5, 2007 date on all six of the questioned documents [Exhibits A through E] are the copies of the four checks dated from January 3 through May 21, 2007 and the Transfer/1035 Exchange (known signatures #17 and #18, Exhibit F). The Transfer/1035 Exchange is dated March 4, 2007, the day before the date on all six questioned signatures. Attached as Exhibit H is a composite photocopy showing a sampling of the submitted exemplars.
7. I next intercompared all of the six questioned Isadore Rosenberg signatures to his submitted exemplars. Comparing the questioned to all of the submitted exemplars, I observed what I consider to be significant consistent differences between the questioned and known signatures. Among the features that I considered significant were the "sad" combination in "Isadore," the capital "R" in "Rosenberg," and the "osen" combination in "Rosenberg."

Steven Mark Rosenberg

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July 23, 2009

8. I next examined and compared the handwriting and signature in the jurats on the Abandonment of Homestead, Grant Deed and Deed of Trust to the certified true copy of the Surety Bond for notary R. D. Salazar dated January 28, 2004. Attached as Exhibit I is a copy of the certified copy of the Surety Bond. The handprinted name and signature of R. D. Salazar on the three jurats and the bond were in very close agreement.

OPINION

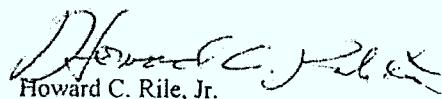
After due consideration, and bearing in mind the limitations imposed by the examination of copies, my opinions are as follows:

1. The purported signature of Isadore Rosenberg on the Abandonment of Homestead, Grant Deed, Deed of Trust, Adjustable Rate Rider, notary log, and Amended Escrow Instruction described and copies attached as Exhibits A through E, and the exemplars attributed to him, were not written by the same individual. The differences observed in the questioned and known signatures cannot reasonably be explained as caused by the copy process(es).

2. The handprinting and signature of R. D. Salazar on the jurats for the Abandonment of Homestead, Grant Deed, and Deed of Trust, and on the Surety Bond were very probably written by the same individual.

All of the submitted materials are being returned with this report by personal delivery.

Respectfully submitted,

  
Howard C. Rile, Jr.

HCR:nad

DECLARATION OF HOWARD C. RILE, JR.

I, Howard C. Rile, Jr., having knowledge of the following facts, declare the same to be true.

My qualifications as a forensic document examiner are set forth in the attached resume, which is marked Exhibit A and incorporated herein by reference.

I was retained by Steven Mark Rosenberg to examine documents in connection with the Estate of Isadore Rosenberg. A copy of my report, based upon said examination, is attached, marked Exhibit B, and incorporated herein by reference.

I have first-hand knowledge of the matters stated above, and if called as a witness, I could and would testify competently thereto under oath. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am signing this declaration on July 24<sup>th</sup> 2009 at Long Beach, California.

Howard

Howard C. Rile, Jr.

**DECLARATION OF HOWARD C. RILE, JR.**

American Society of Questioned  
Document Examiners

American Academy of  
Forensic Sciences

**Howard C. Rile, Jr.**  
*Forensic Document Examiner*  
100 Oceangate, Suite 670  
Long Beach, CA 90802-4312  
Tel: 562/901-3376 • Fax: 562/901-3378  
Website: [www.asqde.org/rile.htm](http://www.asqde.org/rile.htm) Email: [hcrqde@aol.com](mailto:hcrqde@aol.com)

Successor to Harris & Harris

Diplomate, American Board of  
Forensic Document Examiners

## RÉSUMÉ

### **HOWARD C. RILE, JR. FORENSIC DOCUMENT EXAMINER**

I graduated from California State University at Los Angeles in 1968 with a Bachelor of Science degree in Chemistry. From 1968 to 1972, I worked as a chemist at the Jet Propulsion Laboratory in Pasadena, California. Since 1972, I have devoted full time to the study and examination of problems relating to disputed handwriting, signatures, typewriting, and identification of photocopiers, ink, and papers.

From 1972 to 1974, I was employed and trained at the firm of Harris and Harris, Examiners of Questioned Documents, at Los Angeles, California. Between 1974 and 1979, I was employed by the Los Angeles County Auditor-Controller as a document examiner; and from 1979 to 1983, I was the questioned document examiner for the State of Colorado at the Colorado Bureau of Investigation in Denver. Since 1983 I have been an independent, private examiner; I was affiliated with Harris and Harris until 1996.

I am certified by and past president (1997-1999) of the American Board of Forensic Document Examiners, Inc. I am also a member of and past president (2006-2008) of the American Society of Questioned Document Examiners, Inc. I am a member and ex-Membership/Credentials Chairman of the Southwestern Association of Forensic Document Examiners. I am a member of the Canadian Society of Forensic Science; and the Document Section of the American Academy of Forensic Science, and the ASTM. I revised a chapter on signatures in *Scientific Examination of Questioned Documents, 2nd Edition*.

I have qualified and testified as an expert witness in my specialty in more than 500 cases involving criminal and civil matters in federal and/or state courts in California, Arizona, Colorado, Nevada, Hawaii, Kansas, New York, and Wyoming.

Our office and laboratory are equipped with microscopes, cameras, a digital and photographic darkroom, ESDA, a Video Scanning Comparator (VSC-4), measuring devices, and other specialized instruments. We maintain a library and extensive reference files.

References and a listing of cases in which I have testified are available upon request.

Declaration Exhibit A

# EXHIBIT -5-

JESSE WHITE  
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	54233566		
Entity Name	ALLIANCE BANCORP, INC.		
Status	DISSOLVED		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/30/1986	State	ILLINOIS
Agent Name	VACATED	Agent Change Date	10/31/2007
Agent Street Address	VACANT	President Name & Address	STEVE KHOSHABE 815 COMMERCE DRIVE #100 OAK BROOK 60523
Agent City	OAK BROOK	Secretary Name & Address	IN VOLUNTARY DISSOLUTION 02 01 08
Agent Zip	60523	Duration Date	PERPETUAL
Annual Report Filing Date	04/05/2007	For Year	2007
Assumed Name	INACTIVE - AAA UNITED FINANCIAL MORTGAGE INACTIVE - PORTLAND MORTGAGE COMPANY INACTIVE - MORTGAGE SERVICE AMERICA INACTIVE - VISION MORTGAGE GROUP INACTIVE - AMPRO MORTGAGE INACTIVE - UNITED FINANCIAL MORTGAGE CORP.		
Old Corp Name	12/16/1993 - UNITED FINANCIAL MORTGAGE, CORP. 12/14/2006 - UNITED FINANCIAL MORTGAGE CORP.		

[Return to the Search Screen](#)

# EXHIBIT -6-

### FREE WRITING PROSPECTUS

The issuing entity has filed a registration statement (including a prospectus) with the SEC for the offering to which this free writing prospectus relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuing entity has filed with the SEC for more complete information about the issuing entity and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuing entity, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling toll-free 1-800-227-2275 ext. 2663.

This free writing prospectus is not required to contain all information that is required to be included in the prospectus and the prospectus supplement.

The information in this free writing prospectus is preliminary and is subject to completion or change.

The information in this free writing prospectus, if conveyed prior to the time of your commitment to purchase, supersedes information contained in any prior similar free writing prospectus relating to these securities.

This free writing prospectus is not an offer to sell or a solicitation of an offer to buy these securities in any state where such offer, solicitation or sale is not permitted.

**\$334,094,000**  
(Approximate)

**Alliance Bancorp**  
Servicer and Sponsor

**Alliance Securities Corp.**  
Depositor

**Alliance Bancorp Trust 2007-OAI**  
Issuing Entity  
Mortgage Backed Pass-Through Certificates, Series 2007-OAI

You should consider carefully the risk factors beginning on page 10 in this free writing prospectus.

#### The Issuing Entity

The issuing entity will be a trust consisting of a pool of adjustable-rate, first-lien, one-to-four family residential mortgage loans which may be subject to negative amortization.

The issuing entity will issue fifteen classes of certificates, twelve of which are offered under this free writing prospectus.

#### Credit Enhancement

The offered certificates will have credit enhancement in the form of excess interest, overcollateralization and subordination of certain classes of certificates.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy of this free writing prospectus. Any representation to the contrary is a criminal offense.

The Attorney General of the State of New York has not passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful.

**Barclays Capital Inc.**  
The date of this Free Writing Prospectus is May 25, 2007.

**European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), the Underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of certificates to the public in that Relevant Member State prior to the publication of a prospectus in relation to the certificates which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of certificates to the public in that Relevant Member State at any time:

- (a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- (b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (c) in any other circumstances which do not require the publication by the issuing entity of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression "offer of certificates to the public" in relation to any certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the certificates to be offered so as to enable an investor to decide to purchase or subscribe the certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

**United Kingdom**

The Underwriter has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the certificates in circumstances in which Section 21(1) of the FSMA does not apply to the issuing entity; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the certificates in, from or otherwise involving the United Kingdom.

**Important notice about information presented in this free writing prospectus and the accompanying prospectus**

You should rely on the information contained in this document. We have not authorized anyone to provide you with different information.

We provide information to you about the offered certificates in two separate documents that provide progressively more detail:

- the accompanying base prospectus, which provides general information, some of which may not apply to this series of certificates; and
- this free writing prospectus, which describes the specific terms of this series of certificates.

The Depositor's principal offices are located at 1000 Marina Boulevard, Suite 100, Brisbane, California 94005 and its phone number is (650) 952-1000.

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**SUMMARY OF FREE WRITING PROSPECTUS**

The following summary is a very broad overview of the offered certificates and does not contain all of the information that you should consider in making your investment decision. To understand all of the terms of the offered certificates, read carefully this entire free writing prospectus and the accompanying prospectus. A glossary is included at the end of this free writing prospectus. Capitalized terms used but not defined in the glossary at the end of this free writing prospectus have the meanings assigned to them in the glossary at the end of the prospectus.

<b>Issuing Entity</b>	Alliance Bancorp Trust 2007-QA1.
<b>Title of Series</b>	Alliance Securities Corp., Mortgage Backed Pass-Through Certificates, Series 2007-QA1.
<b>Cut-off Date</b>	May 1, 2007.
<b>Closing Date</b>	May 30, 2007.
<b>Mortgage Loans</b>	The mortgage loans will be adjustable-rate, first-lien, one-to-four family residential mortgage loans which may be subject to negative amortization.
<b>Depositor</b>	Alliance Securities Corp., an affiliate of Alliance Bancorp.
<b>Sponsor</b>	Alliance Bancorp.
<b>Servicer</b>	Alliance Bancorp.
<b>Subservicer and Backup Servicer</b>	GMAC Mortgage, L.L.C.
<b>Securities Administrator</b>	Wells Fargo Bank, N.A.

EDGAR ONLINE - ALLIANCE BANCORP TRUST 20 ... - FWP - 5/29/2007

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Master Servicer	Wells Fargo Bank, N.A.
Trustee	Deutsche Bank National Trust Company.
Custodian	Deutsche Bank National Trust Company.
Distribution Date	Distributions on the offered certificates will be made on the 25 <sup>th</sup> day of each month or, if the 25 <sup>th</sup> day is not a business day, on the next business day, beginning in June 2007.
Offered Certificates	The classes of offered certificates and their pass-through rates and certificate principal balances are set forth in the table below.

# EXHIBIT -7-

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 7
	)	Case No. 07-10941 (CSS)
Alliance Mortgage Investments, Inc.,	)	
	)	
Debtor.	)	
<hr/>		
In re:	)	Chapter 7
	)	
Alliance Bancorp,	)	Case No. 07-10942 (CSS)
	)	
Debtor.	)	Objection deadline: February 2, 2009 at 4:00 p.m.
<hr/>		
		Hearing date: February 9, 2009 at 10:00 a.m.

**MOTION FOR ENTRY OF ORDER AUTHORIZING SALE OF  
CERTAIN MORTGAGE LOANS FREE AND CLEAR OF ALL  
LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS  
PURSUANT TO SECTIONS 363(b), (f) AND (m) OF THE BANKRUPTCY CODE**

Tracy L. Klestadt, permanent chapter 7 trustee ("Trustee") appointed in the above-captioned bankruptcy cases, by his co-counsel, Klestadt & Winters, LLP and Fox Rothschild LLP<sup>1</sup>, hereby files his Motion for Entry Of An Order Authorizing Sale Of Certain Mortgage Loans Free And Clear Of All Liens, Claims, Encumbrances And Other Interests Pursuant To Sections 363(b), (f) and (m) Of The Bankruptcy Code (the "Motion"), and in support thereof respectfully represents:

Case Background

1. On July 13, 2007 (the "Petition Date"), the Debtors each filed a voluntary petition for relief with this Court under chapter 7 of the Bankruptcy Code (the "Chapter 7 Cases").

<sup>1</sup> As more fully set forth in the application of the Chapter 7 Trustee for Authority to Employ Fox Rothschild LLP as Co-counsel to the Chapter 7 Trustee, pro tem to December 18, 2008 [Docket nos. 262; 517], Jeffrey M. Schleser and Eric M. Satty, the attorneys primarily responsible for this engagement, recently left Bayard, P.A. and joined Fox Rothschild LLP ("Fox"). Fox's retention application is pending.

2. On July 16, 2007, Montague S. Claybrook was appointed as interim chapter 7 trustee ("Interim Trustee") in the Chapter 7 cases of Alliance Bancorp ("AB"), Alliance Mortgage Investments, Inc. ("AMI") and Alliance Bancorp, Inc. ("ABI").

3. By order of this Court dated September 12, 2007, the Trustee was appointed permanent chapter 7 trustee in the Chapter 7 cases of AB and AMI.

4. No committee of unsecured creditors has been elected pursuant to section 705 of the Bankruptcy Code.

5. AMI is a corporation, organized under the laws of the State of Delaware, with its principal place of business formerly located at 1000 Marina Boulevard #100, Brisbane, California 94005.

6. AB is a wholly owned corporate subsidiary of AMI, organized under the laws of the State of California, with its principal place of business formerly located at 1000 Marina Boulevard #100, Brisbane, California 94005.

#### Jurisdiction

7. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code") and rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

#### Factual Background

8. Prior to the Debtors' Chapter 7 filings, the Debtor AB was in the business of, among other things, mortgage loan origination and servicing. To maintain liquidity, the Debtor AB would sell and/or securitize the loans it originated to financial institutions and others.

9. Shortly after his appointment, with the assistance of his financial advisors, FTI Consulting, Inc., the Trustee learned that the debtor AB owned certain mortgage loans (the "Mortgage Loans"). Upon information and belief, the Mortgage Loans were repurchased by AB prior to the Petition Date pursuant to terms of various loan purchase agreements under which AB had previously sold the Mortgage Loans to third parties. To the best of the Trustee's knowledge, information and belief, no party to such loan purchase agreements have asserted any continuing interest in the Mortgage Loans that were repurchased by AB.

10. Wells Fargo Bank, National Association ("WF"), in its capacity as Administration Agent, Term A Collateral Agent, and Term B Collateral Agent (the "Agent") and the other Pre-Petition Lenders, from time to time parties to that certain Term Loan Agreement dated as of June 9, 2005 (as amended and/or modified from time to time, the "Pre-Petition Credit Agreement"), assert fully perfected security interests and liens in substantially all the assets of the Debtors.

11. Since the Petition Date, the Loans have been serviced by GMAC Mortgage pursuant to a servicing agreement entered into between the debtor AB and GMAC Mortgage prior to the Petition Date.

12. The Trustee has actively sought to sell the Loans since his appointment; however, his efforts have been severely hampered by his lack of books and records, and in addition, the loan documents, e.g., promissory notes and mortgages ("Loan Documents") evidencing the Mortgage Loans have never been located. The inability of the Trustee to deliver the Loan Documents to prospective purchasers has proven to be a significant difficulty, as many prospective purchasers of the Loans were unwilling to purchase the Mortgage Loans without the Loan Documents.

13. Notwithstanding this difficulty, the Trustee persisted in his efforts to identify parties who may have an interest in purchasing the Loans. In addition to contacts made by the Trustee's financial advisors in these cases, FTI Consulting, the Trustee offered to surrender the Mortgage Loans to WF on the condition that WF agree to take over the servicing obligations for the loans. WF declined to do so.

14. Eventually, the Trustee received an offer for the purchase of the Mortgage Loans for ten percent (10%) of the unpaid principal balance of the Mortgage Loans, or approximately \$194,310, as of January 9, 2009, from Hexagon Mortgage LLC or its designee (the "Purchaser") on the terms and conditions set forth in the Mortgage Loan MLPA (the "MLPA") to be executed substantially in the form annexed hereto as Exhibit A. The sale of the Mortgage Loans to Purchaser is conditioned only upon Purchaser's ability to obtain title insurance for the Mortgage Loans evidencing a valid first or second lien as the case may be, and other standard closing conditions. The sale of the Mortgage Loans shall be on a servicing-released basis, i.e., the servicing of the Mortgage Loans will be transferred from GMAC to a servicer to be designated by the Purchaser.

15. The Trustee believes that under the circumstances, the offer made by Purchaser is fair and reasonable, particularly in light of current market conditions, the nature of the Mortgage Loans, and the lack of Loan Documents. Therefore, by this Motion, the Trustee requests that the Court approve the sale of the Mortgage Loans pursuant to the MLPA, without recourse, on an as-is, where-is basis, with no representations or warranties of any kind by the Trustee, free and clear of all liens, claims, encumbrances and other interests pursuant to sections 363(b), (f) and (m) of the Bankruptcy Code.

Nature Of The Mortgage Loans

16. A schedule of the Mortgage Loans that the Trustee proposes to sell by this Motion is annexed hereto as Exhibit B. In summary, as of January 9, 2009, there were twenty one (21) Mortgage Loans, with an aggregate unpaid principal balance ("UPB") of approximately \$1,943,102. Of the twenty-one (21) Mortgage Loans, five (5) are first priority liens and mortgages on the property securing the Mortgage Loans, and sixteen (16) are second priority liens and mortgages on the property securing the Mortgage Loans.<sup>2</sup>

17. According to data provided by GMAC Mortgage, four (4) of the Mortgage Loans are current, one (1) of the Mortgage Loans is currently thirty (30) days delinquent; one (1) of the Mortgage Loans is sixty (60) days delinquent; three (3) of the first-lien Mortgage Loans are currently in foreclosure; one of the Mortgage Loans is in REO; and eleven (11) of the Mortgage Loans have been charged off due to the first priority lien holder have foreclosed on the property securing the Mortgage Loans and there having been insufficient proceeds to satisfy such first priority liens. As of the date hereof, GMAC, pursuant to the terms of the Subservicing Agreement, has been pursuing deficiencies against the borrowers of the nine Mortgage Loans which have been charged off.

Salient Terms Of The MLPA

18. The MLPA contains the following salient terms and conditions<sup>3</sup>:

(a) The Trustee, will sell, and Purchaser will purchase, all of the Trustee's right, title and interest in the Mortgage Loans, without recourse, as-is, where-is, and

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<sup>2</sup> Of the five first priority lien mortgages, JP Morgan Chase Bank has asserted that it purchased one of the loans [Alliance #110001287, GMAC #0359487985] from AB prior to the Petition Date. The Trustee has requested from JP Morgan Chase Bank evidence that it purchased and paid consideration for said loan, but to date, has not received evidence satisfactorily responding to the Trustee's request. If JP Morgan Chase Bank provides such evidence prior to the return date hereon, the Trustee will withdraw this loan from the sale contemplated hereby, to which Purchaser has consented.

without any surviving representations or warranties of any kind, free and clear of all liens, claims, encumbrances or other interests pursuant to sections 363(b), (f) and (m) of the Bankruptcy Code;

- (b) The Purchase Price shall be ten percent (10%) of the aggregate UPB of the Mortgage Loans as of the Closing Date;
- (c) The Purchase Price shall be paid in full in cash on the Closing Date;
- (d) The sale of the Mortgage Loans to Purchaser shall be subject to higher and better offers; provided, however, that if the Purchaser is not ultimately the purchaser of the Mortgage Loans due to a higher and better offer having been received, then Purchaser shall be entitled to up to \$10,500 for actual out-of-pocket expenses incurred (the "Expense Reimbursement") plus a \$20,000 break-up fee (the "Break-up Fee"), payable from, and only from, the proceeds of sale of the Mortgage Loans, as an expense reimbursement.

Competitive Bidding

19. In addition, since the proposed sale is subject to higher and better offers, the Trustee has agreed with the Purchaser to apply the following procedures for any competing offers for the Mortgage Loans<sup>4</sup>:

Characteristics of Competing Offers:

- (a) Any competing offer must be for all of the Mortgage Loans to be purchased by the Purchaser, as-is, where-is, with no representations or warranties by the Trustee.

---

<sup>3</sup> The following is a summary only, and is presented herein only for the convenience of the Court. To the extent any provision of the summary is inconsistent with the terms of the MLPA, the terms of the MLPA shall control.

<sup>4</sup> These procedures are by agreement of the Trustee and the Purchaser. Under the circumstances of these cases and the nature of the sale, the Trustee is not seeking prior approval of bidding procedures by this Court.

(b) Any competing offer must be for the Purchase Price plus (i) an overbid of \$25,000 and (ii) an amount equal to the Expense Reimbursement plus the Break-Up Fee.

(c) Any competing offeror must submit a written bid to the Trustee on a form substantially similar to the MLPA (with any proposed different terms to be blacklined to the MLPA) ("Competing Bid").

Bid Deadline:

(d) on or before February 5, 2009 at 5:00 p.m. (prevailing eastern time) ("Bid Deadline"). Any Competing Bid must be accompanied by an earnest-money deposit equal to 20% percent of the Competing Bid.

Auction:

(e) In the event a Competing Bid is received, an auction shall be held on February 9, 2009 at 9:00 a.m. (prevailing eastern time) at the offices of Fox Rothschild LLP, 919 North Market Street, Suite 1600, Wilmington, DE 19801.

Sale Hearing:

(f) The Trustee shall seek approval of the sale of the Mortgage Loans to the Purchaser or Competitive Bidder at a hearing to be held on February 9, 2009 at 10:00, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5<sup>th</sup> Floor, Courtroom #6, Wilmington, Delaware 19801 (the "Sale Hearing"). The Sale Hearing may be adjourned without further notice except as announced in the Bankruptcy Court at the Sale Hearing.

Relief Requested and Basis Therefor

20. By this Motion, the Trustee is seeking entry of an order (the "Order", substantially in the form attached hereto as Exhibit C) under sections 105 and 363(b), (f) and (m) of the Bankruptcy Code authorizing the Trustee to enter into the MLPA.

Sale Outside Ordinary Course Of Business

21. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate...."

22. A sale of assets pursuant to section 363(b) of the Bankruptcy Code should be authorized as long as the transaction is supported by sound business judgment. See, e.g., In re Martin, 91 F.3d 389, 395 (3d Cir. 1996); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991); In re Trans World Airlines, Inc., No. 01-0056, 2001 Bankr. LEXIS 980, at \*29 (Bankr. D. Del. Apr. 2, 2001).

23. Courts typically consider the following factors in determining whether a proposed sale satisfies the sound business judgment standard: (a) whether a sound business justification exists to support the transaction; (b) whether adequate and reasonable notice of the sale was given to interested parties; (c) whether the sale will produce a fair and reasonable price for the property proposed to be sold; and (d) whether the parties to the sale have acted in good faith. See Delaware & Hudson Ry. Co., 124 B.R. at 176; In re Phoenix Steel Corp., 82 B.R. 334, 335-36 (D. Del. 1987).

24. A sound business purpose for the sale of assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of the assets for the

estate, its creditors or interest holders. See e.g. In re Abbotts Dairies of Pennsylvania, 788 F.2d 143 (3d Cir. 1986); In re Lionel Corp., 722 F.2d 1063 (2d Cir. 1983). The primary goal of any proposed sale of estate property is to maximize the proceeds received by the estate.

25. The Trustee respectfully submits that the foregoing criteria are satisfied herein. First, the Trustee submits that sound business justification exists for the sale of the Mortgage Loans in that the Trustee was appointed to liquidate the Debtors' assets. Second, the Trustee proposes to serve notice of the proposed sale on such parties as is required by the Bankruptcy Code and Bankruptcy Rules at least twenty (20) days prior to the return date hereon, and in addition, intends to publish notice of the sale in *National Mortgage News*, an industry publication which reaches approximately 9,000 readers weekly in the mortgage industry (or in a similar publication). The Trustee submits that such notice is more than adequate and is imminently reasonable under the circumstances. Third, the Trustee believes that the Purchase Price is fair and reasonable. This determination is based, inter alia, upon the Trustee's efforts to sell the Mortgage Loans, the current economic climate and status of the mortgage industry, the nature of the Mortgage Loans, and the Trustee's lack of Loan Documentation. Under these circumstances, the Trustee believes that the sale of the Mortgage Loans at the Purchase Price is the highest and best offer attainable. Moreover, the continuing deterioration of capital markets and recessionary conditions make it possible, if not probable, that the value of the Mortgage Loans is maximized by a sale as soon as reasonably practicable. Finally, the Trustee and Purchaser have negotiated the terms of sale of the Mortgage Loans at arms-length and in good faith.

**Sale Free And Clear Of Liens And Interests**

26. The Trustee proposes to sell the Mortgage Loans free and clear of any and all liens, claims, encumbrances or other interests pursuant to section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances or other interests, if any, attaching to the proceeds of sale of the Mortgage Loans.

27. Section 363(f) of the Bankruptcy Code allows for the sale of assets free and clear of liens, claims, encumbrances or interests if any one of the following are met: (i) applicable nonbankruptcy law permits sale of such property free and clear of such interests; (ii) such entity consents; (iii) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property; (iv) such interest is in bona fide dispute; or (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f) (2008).

28. To the best of the Trustee's knowledge, information and belief, no party other than WF, the Debtors' pre-petition lender, has asserted a lien or other interest in the Mortgage Loans. The Trustee believes that WF will consent to the sale of the Mortgage Loans on the terms set forth in the MLPA. Therefore, section 363(f) will be satisfied.

**Notice**

29. Notice of the relief sought herein will be given to: (a) the Office of the United States Trustee; (b) any known prospective purchasers; (c) known holders of pre-petition liens against the Debtors' property; (d) the twenty (20) largest unsecured creditors of each of the Debtors; and (e) those parties requesting notice by filing of a notice of appearance in accordance with Bankruptcy Rule 2002. The Trustee will also publish a notice of the sale proposed hereby in *National Mortgage News* or similar publication. The Trustee submits that such notice is

targeted to reach all parties who may have an interest in the Mortgage Loans or may be interested in submitting a competing offer, and submits that no other or further notice need be given.

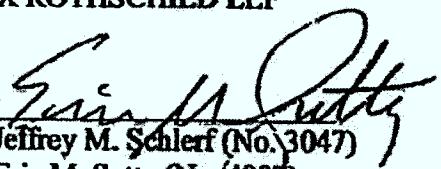
**No Prior Request**

30. **No previous motion for the relief requested herein has been made to this or any other court.**

**WHEREFORE**, the Trustee respectfully requests that this Court grant the relief requested herein and such other relief as may be just and proper.

Dated: **Wilmington, Delaware**  
**January 20, 2009**

**FOX ROTHSCHILD LLP**

By:   
Jeffrey M. Schlerf (No. 3047)  
Eric M. Sutty (No. 4007)  
919 North Market Street  
16th Floor  
Wilmington, Delaware 19801  
(302) 654-7444

-and-

**KLESTADT & WINTERS, LLP**  
Tracy L. Klestadt  
Joseph C. Corneau  
292 Madison Avenue, 17<sup>th</sup> Floor  
New York, New York 10017  
Telephone no. (212) 972-3000

Attorneys for Tracy L. Klestadt,  
Chapter 7 Trustee

# EXHIBIT -8-

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Federal Deposit Insurance Corporation  
550 17th Street, NW, Washington, DC 20429-0000

Legal Division

June 29, 2017

Steven Rosenberg  
15814 Septo Street  
North Hills, California 91343

RE: FDIC FOIA Log Number 17-0271

Dear Mr. Rosenberg:

This will respond to your Freedom of Information Act (FOIA) request received on May 25, 2017, in which you requested any FDIC power of attorney records that reference Jon Dickerson.

Enclosed please find copies of the records located by the FDIC (consisting of a total of 42 pages) which are responsive to your request. However, certain information in these records has been redacted pursuant to FOIA Exemptions 4 and/or 6, 5 U.S.C. §552(b)(4), and/or (b)(6).

Exemption 4 permits the withholding of trade secrets, and confidential or privileged commercial or financial information obtained from a person. Exemption 6 permits the withholding of personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

You may contact me at 703-562-2067, or our FOIA Public Liaison, Acting FDIC Ombudsman Benjamin E. Vaughn, by email at [BenVaughn@fdic.gov](mailto:BenVaughn@fdic.gov) or telephone at 703-562-6040, for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, email at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

If you are not satisfied with the response to this request, you may administratively appeal by writing to the FDIC's General Counsel. Your appeal must be postmarked or electronically transmitted within 90 days of the date of the response to your request. Your appeal should be addressed to the FOIA/PA Group, Legal Division, FDIC, 550 17th Street, NW, Washington, D.C. 20429. Please refer to the log number and include any additional information that you would like the General Counsel to consider.

Sincerely,

Natasha Smith  
Government Information Specialist

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03-2023

42564

Request Form for Renewal - Limited Power of Attorney  
For Assuming Bank/Institution Employees

1. Renewal of Limited Power of Attorney:

Is this a renewal? Yes Justification See attached

Who is requesting this Renewal:

Name	Chris Moore
Title	Director, Senior Counsel

2. Recipient Information (Failed Bank)

Failed Bank Name	Indymac Bank, F.S.B. and IndyMac Federal Bank, FSB	GPm, p2
Failed Bank City/State	Pasadena, California	
*Original Closing Date	IMB 7/11/08 and IMFB 3/18/09	Effective From: 8/3/16 To: 8/3/16

3. Assuming Bank Information

Assuming Bank/Institution Name	CIT Bank, N.A.
Street Address	2900 Esperanza Crossing
City/State/Zip	Austin, TX 78758
Phone Number(s)	512.260.2798
Assuming Bank Contact (the individual providing the list of employees for the POA)	Christopher Moore

Assuming Bank Employees for the Power of Attorney [(the employees are the Attorney-in-Fact(s))  
(\*"need at least one employee, if more than ten employees LPOA will include an Exhibit)  
-Do Not include Titles-

1. Employee Name	See attached list
2. Employee Name	
3. Employee Name	
4. Employee Name	
5. Employee Name	
6. Employee Name	
7. Employee Name	
8. Employee Name	
9. Employee Name	
10. Employee Name	

4. Billing Information for POA Recording

(Failed Bank Institution ID #)	28730
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5. After completing this form, please Email the form, as soon as possible to:

(b)(6) \_\_\_\_\_ (customer service)

6. After Customer Service processes the Power of Attorney, where should they be delivered?

Name of FDIC Requestor	
Contact Phone Number	
Email Address	

OR, If requesting delivery to the Assuming Bank/Institution or other designation, please provide information below.

(\*POA's will be sent via Overnight Delivery to assure delivery\*\*)

Name	Rebecca Marics
Street Address	2900 Esperanza Crossing, 5 <sup>th</sup> Floor
City/State/Zip	Austin, TX 78758
(b)(6) Phone & Email	512-260-3719; _____

<sup>1</sup> OneWest Bank merged with CIT Group and changed its name to CIT Bank, N.A.

Renewal Request for Limited Power of Attorney for Assuming Bank/Institution Employees 9/8/16 d/w

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CIT Bank, N.A. employees requested to be attorneys in fact on IndyMac Bank, F.S.B. and IndyMac Federal Bank, FSB LPOA:

Aaron Wade  
Alisa Ashikyan  
Ashley Stephenson  
Bart Lenud  
Bernadette Nelson  
Darcy Peters  
David Fawer  
David Rodriguez  
Emmett Myatt  
Fran Varner  
Jay Jones  
JC San Pedro  
Jeanie Caldwell  
Jon Dickerson ✓  
Kenneth E. Jancarz  
Kurt Johnson  
Louise Chavez  
Mike Stanford  
Sandy Schneider  
Sean Costarelli  
Stephanie McQueen  
Sue North  
Sujata Ramam

Renewal Request for Limited Power of Attorney for Assuming Bank/Institution Employees 9/2/16 dlw

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**Justification**  
We have undertaken a thorough review of our books, records, and existing loan files for all the Group 2 loans and believe we have completed assignments into the appropriate entity for both portfolios where appropriate, available, and where such a need for an assignment is known. However, in our mortgage servicing activities, we continue to be faced with legal and technical challenges, such as borrower bankruptcies and enjoined proceedings, requiring we recreate a chain of title based on factors that cannot be identified in advance without obtaining an updated title report on every loan serviced. It is cost prohibitive to obtain an updated loan level title report for each loan we are servicing, which, again, would be the only way to ensure a clean chain of title through all prior transfers. Absent a renewed power of attorney, to avoid the risk of jeopardizing our loan position and to enable the bank to transfer title when legally permissible we would be obliged to approach the FDIC for each instance requiring a signature on an assignment or other instrument of transfer or conveyance where, despite having exercised considerable efforts, we find at the commencement of collection or bankruptcy activities that we do not have a recorded assignment into the appropriate entity. See below for the form of signature block in the new LPOAs, as we request signature authority for both IndyMac Bank and IndyMac Federal Bank.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of  
CIT Bank, N.A.  
Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION as  
Receiver for IndyMac Federal Bank, FSB, Pasadena, California,  
And IndyMac Bank, F.S.B., Pasadena, California

All other documents of assignment, conveyance, or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

**Renewal Request for Limited Power of Attorney for Assigning Bank/Institution Employee 9/8/10 dlw**

# EXHIBIT -9-

Case 1:17-bk-11748-VK Doc 12 Filed 08/09/17 Entered 08/09/17 10:13:27 Desc  
Main Document Page 1 of 2

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION

IN RE:

CASE NO.: 1:17-bk-11748-VK  
CHAPTER 7

Steven Mark Rosenberg,

Debtor.

REQUEST FOR SERVICE OF NOTICES

PLEASE TAKE NOTICE THAT, on behalf of DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ALLIANCE BANCORP MORTGAGE BACKED PASS-THROUGH CERTIFICATE SERIES 2007-OAI ("Secured Creditor"), and pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, the undersigned requests all notices given or required to be given and all papers required to be served in this case to creditors, any creditors committees, and any other parties-in-interest, be sent to and served upon the undersigned counsel and the following be added to the Court's Master Mailing List:

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.  
BANKRUPTCY DEPARTMENT  
6409 CONGRESS AVE., SUITE 100  
BOCA RATON, FL 33487

Robertson, Anschutz & Schneid, P.L.  
Authorized Agent for Secured Creditor  
6409 Congress Ave., Suite 100  
Boca Raton, FL 33487  
Telephone: 561-241-6901  
Facsimile: 561-997-6909  
By: /s/Sean Ferry  
Sean Ferry, Esquire  
Email: sferry@rasflaw.com

17-080192 - TeU  
ROSENBERG, ESTATE OF  
Request for Service  
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Main Document Page 2 of 2

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 9, 2017, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

CACERES & SHAMASH LLP  
8200 WILSHIRE BLVD STE 400  
BEVERLY HILLS, CA 90211

STEVEN MARK ROSENBERG  
106 1/2 JUDGE JOHN AISO ST #225  
LOS ANGELES, CA 90012

DIANE C WEIL (TR)  
1900 AVENUE OF THE STARS, 11TH FLOOR  
LOS ANGELES, CA 90067

UNITED STATES TRUSTEE (SV)  
915 WILSHIRE BLVD, SUITE 1850  
LOS ANGELES, CA 90017

Robertson, Anschutz & Schneid, P.L.  
Authorized Agent for Secured Creditor  
6409 Congress Ave., Suite 100  
Boca Raton, FL 33487  
Telephone: 561-241-6901  
Facsimile: 561-997-6909  
By: /s/Sean Ferry  
Sean Ferry, Esquire  
Email: sferry@rasflaw.com

17-060192 - TeU  
ROSENBERG, ESTATE OF  
Request for Service  
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# EXHIBIT -10-

TS No.: 2015-04438-CA

October 17, 2017

VIA First Class Mail  
VIA Certified Mail (return receipt requested)  
Certified Number:  
Reference Code:

Isadore Rosenberg  
15814 Septo Street, North Hills Area, CA  
91343

Property Address  
15814 Septo Street, North Hills Area, CA  
91343

Trustee's Sale No.: 2015-04438-CA  
Re: Notice to Borrower of Postponement of Trustee's Sale Pursuant  
to Civil Code § 2924(a)(5)

### **FORECLOSURE SALE HAS BEEN POSTPONED**

Notice is hereby given by Western Progressive, LLC, that the Trustee's Sale set for 10/18/2017, at the hour of 11:00 AM, at BEHIND THE FOUNTAIN LOCATED IN CIVIC CENTER PLAZA, 400 CIVIC CENTER PLAZA, POMONA, CA 91766, County of Los Angeles, State of California, has been postponed and rescheduled.

**New Foreclosure Sale Date:**

The sale is now scheduled to occur on 11/28/2017 at the hour of 11:00 AM, at BEHIND THE FOUNTAIN LOCATED IN CIVIC CENTER PLAZA, 400 CIVIC CENTER PLAZA, POMONA, CA 91766, County of Los Angeles, State of California, for the property located at the address above, as more fully described on said Security Instrument.

The real property is secured by a Deed of Trust dated 03/01/2007, and recorded 03/15/2007, under Instrument No. 20070575007, Book --, Page --, records of Los Angeles County, California, from Isadore Rosenberg, A Widower, as Grantors, to FIDELITY NATIONAL TITLE COMPANY, as Trustee, to secure an obligation in favor of AMPRO MORTGAGE, A DIVISION OF UNITED FINANCIAL MORTGAGE CORP., As Lender, Mortgage Electronic Registration Systems, Inc., As Beneficiary , as Beneficiary ("Security Instrument").

**Stay Informed About Sale Activity**

YOU MAY NOT RECEIVE WRITTEN NOTICE OF POSTPONEMENT EACH TIME THE TRUSTEE'S SALE IS POSTPONED. To ensure you have current information about the sale, we encourage you to monitor all sale activity and attend the sale to protect your interest. The sale may proceed without further notification.



B1040 (FORM 1040) (12/15)

RECEIVED

NOV 27 2017

CLERK U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
BY: Deputy ClerkADVERSARY PROCEEDING COVER SHEET  
(Instructions on Reverse)ADVERSARY PROCEEDING NUMBER  
(Court Use Only)

PLAINTIFFS <i>Steven mark Rosenberg, 15814 Septo Street North Hills, CA 91343</i>	IN per pro per	DEFENDANTS <i>DEUTSHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ALLIANCE BANCORP MORTGAGE BACKED PASS THROUGH CERTIFICATE 2007-091 ADDITIONAL DEFENDANTS ON ATTACHED PAGE</i>
ATTORNEYS (Firm Name, Address, and Telephone No.) <i>N/A</i>	ATTORNEYS (If Known) <i>Robertson, Anschutz &amp; Schneid, PL 6409 Congress Ave Suite 100 Boca Raton, FL 33487 PER: Docket # 12/11-17-bk-11748</i>	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee <i>SPK</i>	

## CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

*Arising from a predatory home loan, to Plaintiffs' deceased father who suffered dementia & poor eyesight (Age 87 at time), a cascading result of fraud, negligence, need for declaratory relief, & other torts has occurred. Also Fraudulent concealment. 18 U.S.C § 157: Violation is Docket # 12/11-17-bk-11748*

## NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

## FRBP 7001(1) – Recovery of Money/Property

11-Recovery of money/property - §542 turnover of property  
 12-Recovery of money/property - §547 preference  
 13-Recovery of money/property - §548 fraudulent transfer  
 14-Recovery of money/property - other

## FRBP 7001(2) – Validity, Priority or Extent of Lien

21-Validity, priority or extent of lien or other interest in property

## FRBP 7001(3) – Approval of Sale of Property

31-Approval of sale of property of estate and of a co-owner - §363(h)

## FRBP 7001(4) – Objection/Revocation of Discharge

41-Objection / revocation of discharge - §727(c),(d),(e)

## FRBP 7001(5) – Revocation of Confirmation

51-Revocation of confirmation

## FRBP 7001(6) – Dischargeability

66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims  
 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud  
 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  
*(continued next column)*

## FRBP 7001(6) – Dischargeability (continued)

61-Dischargeability - §523(a)(5), domestic support  
 68-Dischargeability - §523(a)(6), willful and malicious injury  
 63-Dischargeability - §523(a)(8), student loan  
 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)  
 65-Dischargeability - other

## FRBP 7001(7) – Injunctive Relief

71-Injunctive relief – imposition of stay  
 72-Injunctive relief – other

## FRBP 7001(8) Subordination of Claim or Interest

81-Subordination of claim or interest

## FRBP 7001(9) Declaratory Judgment

91-Declaratory judgment

## FRBP 7001(10) Determination of Removed Action

01-Determination of removed claim or cause

## Other

SS-SIPA Case – 15 U.S.C. §§78aaa et seq.  
 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

 Check if this case involves a substantive issue of state law Check if this is asserted to be a class action under FRCP 23 Check if a jury trial is demanded in complaintDemand \$390,000. 0%/<sub>160</sub>

Other Relief Sought

## B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR	BANKRUPTCY CASE NO.	
Steven Mark Rosenberg	1:17-bk-11748-VK	
DISTRICT IN WHICH CASE IS PENDING	DIVISION OFFICE	NAME OF JUDGE
CENTRAL District of California	San Fernando Valley	Hon. Victoria Kaufman
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
N/A	N/A	N/A
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
N/A	N/A	N/A
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
		
DATE	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	
November 27, 2017	Steven Mark Rosenberg	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Adversary Proceeding Cover Sheet- Cont:

Additional Defendants

Ocwen Loan Servicing, Inc  
P.O Box 24781  
West Palm Beach, FL 33416-4781

One West Bank  
888 East Walnut Street  
Pasadena, CA 91101

Alliance Bancorp, Inc  
815 Commerce Drive  
Oak Brook, IL 60523

Alliance Bancorp Estate Trustee  
Charles A. Stanziale, Jr  
100 Mulberry Street  
Four Gateway Center  
Newark, NJ 07102

MERS

Mortgage Electronic Registration Systems, Inc  
1818 Library Street  
Suite 300  
Reston, VA 20190

Deutsche Bank National Trust Company, As Trustee  
For Alliance Bancorp Mortgage Backed Pass Through  
Certificate Series 2007 - OA01  
Authorized Agent: Robertson, Anschutz, Schneid, P.L  
6409 Congress Ave, Suite 100  
Boca Raton, Florida 33487

.....  
.....  
United States Trustee (SV)  
915 Wilshire Blvd, Suite 1850  
Los Angeles, CA 90017

Trustee Amy Goldmang  
633 W. 5th Street, Suite 4000  
Los Angeles, CA 90071